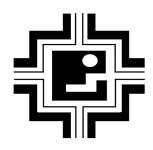
#### JAIPUR DEVELOPMENT AUTHORITY, JAIPUR



#### **Tender Document**

For

Rate Contract for Preparation of DPR (Detailed Project Report) for Sewerage including Survey, preparation of T.S. and Tender Document for remaining area & adjoining south side area of PRN (South) under Jurisdiction of PHE -I zones, JDA, Jaipur.

**Estimated Cost: 20.00 Lacs** 

NIB No. 15/2022-23

Due Date:-

Executive Engineer (PHE-I)

Jaipur Development Authority

Jaipur

### जयपुर विकास प्राधिकरण, जयपुर

राम किशोर व्यास भवन, कमरा नं. 135, प्रथम—तल, नागरिक सेवा केन्द्र भवन, इन्दिरा सर्किल जवाहर लाल नेहरू मार्ग, जयपुर-302004

क्रमांक जविप्रा / अधि.अभि. (पीएचई- ।)/2022-23/D-368

#### निविदा सूचना सं0 अधि. अभि. (पीएचई-।)/15/2022-23

जयपुर विकास प्राधिकरण द्वारा "Rate Contract for Preparation of DPR (Detailed project report) for Sewerage including Survey, preparation of T.S. and Tender Document for remaining area & adjoining south side area of PRN (South) under Jurisdiction of PHE -I zones, JDA, Jaipur" जिसकी अनुमानित लागत रू 20.00 लाख के लिए ऑनलाईन बिड्स दिनांक 16.09.2022 को सायं 6:00 बजे तक आमन्त्रित की जाती है। निविदा बोली का ऑनलाईन आवेदन व भूगतान जविप्रा पोर्टल पर करने की अन्तिम तिथी 16.09.2022 को सायं विस्तृत दस्तावेजों 6:00 बजे तक है। निविदा बोली के विवरण www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and

www.ida.urban.rajasthan.gov.in पर देखा जा सकता है।

#### निविदा में भाग लेने वालो को निम्न शर्तो की पूर्ति करनी होगी।

- 1. निविदा दाता जयपुर विकास प्राधिकरण की वेबसाईट www.jda.urban.rajasthan.gov.in पर पंजीकृत हो एवं निविदा में भाग लेने के लिए बोलीदाता को आवेदन करने के लिए दस्तावेज शूल्क, अमानत राशि, आर.आई.एस.एल. प्रोसेसिंग शूल्क ऑनलाईन जमा करनी होगी।
- 2. ऑनलाईन निविदा प्रस्तुत करने के लिए निविदा दाताओं का राजस्थान सरकार के ई-प्राक्यूमेंट पोर्टल www.eproc.rajasthan.gov.in पर पंजिकृत हो।

(शिव रतन पारीक) अधिशाषी अभियंता (पीएचई-।) जविप्रा, जयपुर।

दिनांक : 31.08.2022

#### JAIPUR DEVELOPMENT AUTHORITY

Room No. 135, Main Building, First Floor, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302 004

Telephone: +91-141-2569696 E.mail: <a href="mailto:zephe1jda@yahoo.in">zephe1jda@yahoo.in</a>

No: - JDA/EE/PHE-I/2022-23/D-368

NOTICE INVITING BID

NIB No.: JDA/EE (PHE-I)/15/2022-23

Online Bids are invited up-to 6.00 PM of 16.09.2022 for "Rate Contract for Preparation of DPR (Detailed project report) for Sewerage including Survey, preparation of T.S. and Tender Document for remaining area & adjoining south side area of PRN (South) under Jurisdiction of PHE -I zones, JDA, Jaipur" Estimated cost of 20.00 Lacs. The last date for Applying Bid and making online payment on JDA portal is up-to 6.00 PM of 16.09.2022. Details may be seen in the Bidding Document at our office or the State Public Procurement Portal website www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jda.urban.rajasthan.gov.in.

To participate in the bid, bidder has to be:

1. Registered on JDA website www.jda.urban.rajasthan.gov.in, For participating in the Bid, the Bidder has to apply for the Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid Security Deposit, online only.

2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.

(Shiv Ratan Pareek)
Executive Engineer (PHE-I)
JDA, Jaipur

Dated: 31.08.2022

#### JAIPUR DEVELOPMENT AUTHORITY

Room No. 302, CCC Building, Third Floor, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302 004 Telephone: +91-141-2569696 E.mail: <a href="mailto:zephe1jda@yahoo.in">zephe1jda@yahoo.in</a>

Bid No: - JDA/EE/PHE-I/2022-23/D-368

#### **NOTICE INVITING BID**

Dated: 31.08.2022

NIB No.: JDA/EE(PHE-I)/15/2022-23

Name & Address of the	Name: Executive Engineer (PHE-I), Jaipur Development Authority			
<b>Procuring Entity</b>	Address: Room No. 135, Main Building, First Floor, Ram Kishore Vyas			
	Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur - 302 004			
	Telephone: +91-141-2569696 E.mail: zephe1jda@yahoo.in			
Subject Matter of Progurement	Data Contract for Propagation of DPD (Detailed project report) for			
Subject Matter of Procurement	➤ Rate Contract for Preparation of DPR (Detailed project report) for Sewerage including Survey, preparation of T.S. and Tender			
	Document for remaining area & adjoining south side area of PRN			
	(South) under Jurisdiction of PHE -I zones, JDA, Jaipurr			
	> Job No. : 100/2018-19			
Bid Procedure	➤ Potential Assessment Method Tender (eg. Single-stage Two part			
	(envelope) open competitive) eBid procedure at			
Pid Flanding Cuitoria (Caladia)	http://eproc.rajasthan.gov.in			
Bid Evaluation Criteria (Selection Method)	➤ Potential Assessment Method L1 (eg.Least Cost Based Selection			
Websites for downloading	(LCBS)-L1)  ➤ Websites: www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in,			
Bidding Document,	www.jda.urban.rajasthan.gov.in			
Corrigendum's, Addendums, etc.	WWW.jaa.aroan.rajaoutari.gov.iii			
Website for online Bid	➤ Website: www.jda.urban.rajasthan.gov.in			
application participation and	For participating in the Bid, the Bidder has to apply for this Bid and			
payment *	pay the Bidding Document Fee, RISL Processing Fee and Bid Security			
	Deposit, online only.			
	o Bidding document fee: Rs. 500/- Rupees (Five Hundred only)			
	o RISL Processing Fee: Rs. 1000/- (Rupees One Thousand only)			
	Requisite Bid Security Deposit			
<b>Estimated Procurement Cost</b>	➤ INR 20,00,000/- (Rupees Twenty Lacs Only)			
Pilo " P "	N. A. (D. ID) 20/ (D. 10.000.00 / ) ( 1 1 1 1 1 1 1			
Bid Security Deposit	Amount (INR): 2% (Rs. 40,000.00/-) for registered in other			
	department and 0.5% (10,000.00/-) for contractor enlisted in JDA. ➤ Eligibility: The bidder should be registered in "C-1" class in JDA OR			
	equivalent class in Any central Government Department/State			
	Government Department/Local body/Railways OR Firm Registered in			
	company act.			
	>			
Date/Time/Place of Pre-Bid	➤ NA			
Applying Bid and making	➤ Start Date: 06.09.2022 at 9.30 AM			
Online Payment on JDA portal	➤ End Date: 16.09.2022 at 06.00 PM			
(www.jda.urban.rajasthan.gov.in)	➤ In case EMD in from BG Original Bank Guarantee is to be submitted in			
	Room No MB-SF-225A (Room No. of DD ( E&B) of Main Building, Jaipur Development Authority by 19.09.2022 10.00AM to 21.09.2022			
	upto 5.00 PM			
Bid Submission on e-	Start Date: 06.09.2022 at 9.30 AM			
Procurement Portal of GOR	➤ End Date: 16.09.2022 at 06.00 PM			
Date/Time/Place of Technical Bid	> 22.09.2022 at 03.00 PM			
Opening				
Date/ Time/ Place of Financial	➤ Will be intimated later to the Technically qualified bidders in case of			
Bid Opening	Two Bid			
Bid Validity	➤ 120 days from the bid submission deadline			
Completion period of work	▶12 Month			

\* Jaipur Development Authority has decided to receive Earnest Money Deposit (EMD) (Bid Security), Tender Fee and RISL processing fee online through JDA Portal. The bid security options available in tender for participants are as mentioned below:

#### A. Payment Options:

#### Option-1: Bank Guarantee (BG) against EMD / Bid Security

Bidder may opt Bank Guarantee (BG) against EMD (Bid Security), for which bidder requires to prepare BG before applying in the tender. The details of BG requires to be fed on JDA portal before paying balance amount (Tender Fee + RISL Processing Fee). This amount will be paid through Payment Gateway only, option to make balance payment through EFT (RTGS/NEFT) will not be available.

If bidder does not opt for BG against EMD, options of making complete payment through Payment Gateway or through EFT (NEFT / RTGS) will be available.

Option-2: Electronic Fund Transfer (EFT: NEFT/RTGS)

If the bidder selects payment mode as EFT (NEFT/RTGS), "Paying Slip for EFT (NEFT/RTGS)" will be generated by the system for the complete amount. The payment can be made from any Bank any Branch using this Paying Slip through NEFT/RTGS (Claim against payment made through EFT in any other JDA bank account will not be acceptable and bidder stands disqualified from participation in the bid applied for). After successful transaction through NEFT/RTGS, as per the standard procedures it may take 4 to 24 hours in process of confirmation of EFT through Auto-Process depending on the time of EFT done. Therefore, option to make payment through EFT (NEFT/RTGS) will be available till 48 hours prior to closing date of bid participation.

**Option-3:** Payment Gateway (Aggregator)

The facility to make payment through Debit Card, Credit Card, Net banking etc., will be available. User can use this facility from anywhere any time till the closing date & time of bid participation.

#### **B. Bid Participation Receipt**

After confirming payment, the bidder will get Bid Participation Receipt on the basis of which user will get the payment details along with other details for bidding on e-Procurement portal of GOR.

- In case of BG as the remaining payment will be done through Payment Gateway, on successful transaction the "Bid Participation Receipt" will be generated on real time basis.
- In case complete payment is done through Payment Gateway, on successful transaction the "Bid Participation Receipt" will be generated on real time basis.
- In case complete payment is done through EFT (NEFT/RTGS), on confirmation of payment from ICICI Bank (Auto Process) "Bid Participation Receipt" will be available on Login of Bidder on JDA portal.

#### Note:

- 1. Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal.
- 2. In case, any of the bidders fails to pay the Tender Fee, BSD, and RISL Processing Fee, online (subject to confirmation), its Bid shall not be accepted.
- 3. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again).
- 4. JDA will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 5. Bidders are also advised to refer "Bidders Manual Kit" available at eProc website for further details about the e-Tendering process.
- 6. Training for the bidders on the usage of e-Tendering System (eProcurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.

  Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in Address: e-Procurement Cell, JDA, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
- 7. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
- 8. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
- Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bidproposal.
- 10. The provisions of RTPPA Act 2012 and Rules 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.

(Shiv Ratan Pareek) Executive Engineer (PHE-I) JDA, Jaipur

#### Process for Participation & Depositing Payment Online

JAIPUR DEVELOPMENT AUTHORITY, has decided to receive Bidding document fee, RISL Processing Fee and Bid Security Deposit (BSD) through online mode only for which the bidder has to get registered himself on JDA portal www.jaipurjda.org.

#### To participate in the bid, bidder has to be:

- **1.** Registered on JDA website <u>www.jaipurjda.org</u>(by depositing Rs. 500.00 online, the validity of which remains 3 (three) years).
  - For participating in the Bid, the Bidder has to apply for this Bid and pay the Bid Document Fee, RISL Processing Fee and Bid Security Deposit, online only.
- 2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.

#### Methods for depositing on line amount

- Online through Internet Banking, Debit Card or Credit Card.
- In case the amount exceeds the online payment limit, the payment may be made through RTGS / NEFT / Transfer in Bank Account Number 675401700586 IFSC Code ICIC0006754 of ICICI BANK Limited, JDA Campus

Jaipur.

In case of RTGS / NEFT / Transfer the bidder is required to deposit the requisite amount in the dedicated bank account number as mentioned above and has to get the UTR / Reference number from the bank. This number requires to be updated whiling applying the bid on JDA portal.

While participation in the bid, a receipt will be generated through the system showing the submission details as per **Annexure-4**. The bidder is required to fill the instrument numbers for various heads on e-Procurement portal www.eproc.rajasthan.gov.in as mentioned in the receipt.

More details about Registration Process, Terms and Conditions and FAQ along with contact detail is available on JDA website www.jaipurjda.org under <u>eServices</u>>>JDA Tender

# Section A-1 Instructions to Bidders

### JAIPUR DEVELOPMENT AUTHORITY, JAIPUR SHEDULE AND SPECIFICATIONS

1. Name of work:- Rate Contract for Preparation of DPR (Detailed project report) for Sewerage including Survey, preparation of T.S. and Tender Document for remaining area & adjoining south

side area of PRN (South) under Jurisdiction of PHE -I zones, JDA, Jaipur.

2. NIB No. :- E.E.(PHE-I)/15/2022-23

3. Estimated Cost :- Rs. 20.00 Lacs

4. Cost of the tender documents :- Rs 500/-

5. Earnest Money :- Rs. @ ½% Rs. 10,000.00

(For Contractors Enlisted in JDA, Jaipur)

:- Rs. @ 2 % Rs. 40,000.00

(For contractors enlisted in A/AA class category in any Govt. Department)

6. Sale of tender documents : - 06.09.2022 to 16.09.2022 (upto 6.00 P.M.)

7. Date & Time of opening tenders :- 22.09.2022 at 3.00 P.M.

8. Completion period of work :- 12 Months.

#### SCHEDULE 'A': INFORMATION USEFUL FOR THE CONTRACTORS:

The tenderer should see the site and fully understand the condition of the site before tendering and include all lead, lifts etc. for the material in his item rate /percentage to be quoted on the rates as given in the 'G' Schedule. The work shall be carried out in accordance with the Rajasthan PWD detailed specification and to the entire satisfaction of the Engineer-In charge of the work.

#### Clause A: The bid will be opened only of those bidders:-

- The consultant should have executed/completed consultancy work for at least one work/project of preparation of DPR for the development of sewerage network including design of sewerage network. The consultancy work should have been executed/completed within last 5 years. The sewerage laying work based on the DPR should have been executed/completed. The bidding consultant should have been the sole consultant for the work.
- Certificate issued in this regard by Government of India, State Govt., Union Tertiary, Govt. undertakings, Autonomous Bodies, Public or Pvt. Ltd. Firms shall also be considered.
- Deposit proper bid security, processing fee, tender fee, GST registration, clearance certificate and copy of registration of contractor in required category are found to be in order. The Bid security, tender fee will be accepted through online payment only.

#### Note :- Bidder should read Carefully

Experience certificate as per clause A of SCHEDULE 'A': INFORMATION USEFUL FOR THE CONTRACTORS must be uploaded in cover-1 along with GST Certificate, Registration Certificate, Tender Fee, RISL Fees etc. Failure to upload the requisite documents in envelope-1 shall lead to rejection of bid.

#### SCHEDULE 'B': LIST OF THE DRAWING TO BE SUPPLIED BY THE DEPARTMENT:

The drawings may also be seen in the office of undersigned.

#### SCHEDULE 'C': LIST OF THE DRAWING TO BE SUPPLIED BY THE CONTRACTOR:

List of the drawing to be supplied by the contractor NIL. But the contractor shall have to arrange at his own cost drawings required for the work after depositing necessary cost within JDA.

#### **SCHEDULE 'D': TEST OF THE MATERIALS:**

The test of the material and workmanship shall be conducted by the JDA staff as necessary, The result of such tests should confirm to the standard laid down in the Indian standards and or the standards laid down in the detailed specification of the Public Works department, Proper quality control is required to be maintained by the contractor qualified personnel as required under the contractor enlistments rules duly approved by the department shall have to be engaged at site by the contractor. The department reserves the right to engage such staff and recover the expenses from the contractor on such account in case of his failure to do so.

#### SCHEDULE 'E': SAMPLES OF THE MATERIALS:

The samples of the material to be used by the contractor shall be deposited 15 days in advance with the Engineer In charge and be got approved by him before use.

#### SCHEDULE 'F': TIME OF COMPLETION:

Work would be execute under ARC for 12 months.

#### SCHEDULE 'G': ATTACHED SEPARATELY BASED ON JDA BSR PHE SEWER 2010-11/Non BSR Items

CHEDULE 'H' :: ATTACHED SEPARATELY.

SCHEDULE 'I': SPECIAL TERMS & CONDITION: ATTACHED SEPARATELY.

Annexure A: Compliance with the code of Integrity and No Conflict of Interest

Annexure B : Declaration by the Bidder regarding Qualifications

Annexure C : Grievance Redressal during Procurement Process

Annexure D : Additional Conditions of Contract

SIGNATURE OF CONTRACTOR with full address & Mobile No.:

EXECUTIVE ENGINNER (PHE-I)
Jaipur Development Authority,
Jaipur



#### जयपुर विकास प्राधिकरण, जयपुर

www.jda.urban.rajasthan.gov.in

क्रमांक जविप्रा / अधि. अभि. / त.स.नि.अ.–। / 2021 / डी– 🕇 🗲

दिनांक :-26/8/2021

To

Contractor's Association Jaipur Development Authority Jaipur.

जयपुर विकास प्राधिकरण में विभिन्न कार्यों हेतु कार्यों की प्रकृति के अनुसार निविदाएँ, कार्यालय आदेश क्रमांक JDA/Ex.En. (TA to Dir.Engg.-I)/2014-15/D-202 Dated:16.02.2015 द्वारा एकल बिड व Two bid में invite की जाती है। निविदाएँ प्राधिकरण की EC द्वारा अनुभोदित निविदा दस्तावेज के अनुसार की जाती है। निविदाओं के evaluation के दौरान प्रायः यह देखा जाता है कि निविदाकर्ता द्वारा निविदा प्रपन्न में अंकित दिशानिर्देशों के अनुसार प्रस्तुत किए गये आवश्यक दस्तावेज या तो अधूरे होते है या चाहे गये प्रफोर्मा प्रपन्न के अनुसार नहीं आवेदित किए जाते है। इस कारण से कई बार निविदाएं छोटी—छोटी गलतियों की वजह से निरस्त हो जाती है या Particular bidder disqualify हो जाते हैं। कुछ सामान्य गलतियां निम्नानुसार है:—

- 1. Schedule 1 to 4 को नहीं भरना।
- 2. RTPP प्रपन्न A,B,C,D को नहीं भरना व हस्ताक्षर नहीं करना।
- 3. निविदा दस्तावेज विभिन्न दस्तावेजों पर स्वयं के या नोटेरी के हस्ताक्षर नहीं होना।
- 4. रजिस्ट्रेशन की प्रति नहीं लगाना।
- 5. EMD Receipt नहीं लगाना।
- 6. Work performance certificate नहीं लगाना।
- 7. Non Judicial Stamp पर दी जाने वाली सूचनाएं सामान्य प्रष्ठ पर देना।
- 8. Two bid निविदाओं में वर्ष वार कार्य की मात्राएं एवं राशि नहीं देना।
- 9. अनावश्यक दस्तावेज उपलब्ध कराना।
- 10. Online bidding के लिए आवश्यक विभिन्न शुल्क जमा नहीं कराना।
- 11. GST Clearance Certificate नहीं लगा होना।
- 12. Certificate having quantities financial year wise should not be missing.
- Certificate of maximum value of similar nature work executed in any one last financial year out of last five financial year.
- 14. Annual turn our certificate by CA नहीं लगाना।
- 15. मशीनरी की details संलग्न नहीं करना।
- 16. Bid Fee, Bid Processing Fee, Tax Clearance Certificate should not be missing.
- 17. Completion certificate of required similar nature component is to be enclosed.
- 18. Litigation History Should be enclosed.
- Information regarding existing commitments and ongoing works should be enclosed.

इस सम्बन्ध में सभी निविदाताओं को सूचित किया जाता है कि निविदाएं जमा करने से पहले निविदा प्रपत्र में अंकित व चाहि गयी सूचनाएं उचित तरीके से भर कर ही निविदा प्रस्तुत करे जिससे अनावश्यक रूप से निविदा निरस्तीकरण से बचा जा सके। त्रुटीपूर्ण निविदा की स्थिति में निविदाता स्वयं ही जिम्मेदार होंगे।

> अधीक्षण अभियन्ता एवं तक.सहा. निदे. (अभि.–प्रथम) जविप्रा, जयपुर

रामिकशोरव्यासभवन, इन्दिरासिकंल, जवाहरलालनेहरुमार्ग,जयपुर-302004 दूरभाष- : ईपीबीएक्स - +91-141-2569696 एक्सटेंशन: {7209}: फैक्स- +91-141-2574555 e-Mail : {sudhirsharma.jda@rajasthan.gov.in}

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#### जयपुर विकास प्राधिकरण, जयपुर

www.jda.urban.rajasthan.gov.in

क्रमांक जविप्रा / अधि. अभि. / त.स.नि.अ.-। / 2021 / डी-75

दिनांक :-26/8/2021

प्रतिलिपि निम्न को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है:--

- 1. निजी सचिव, आयुक्त, जविप्रा, जयपुर।
- 2. निजी सचिव, सचिव, जविप्रा, जयपुर।
- 3. निदेशक (अभियांत्रिकी–प्रथम/द्वितीय/वित), जविप्रा, जयपुर।
- 4. समस्त अतिरिक्त मुख्य अभियन्ता, जविप्रा, जयपुर।
- 5. समस्त अधीक्षण अभियन्ता,जविप्रा, जयपुर।
- 6. समस्त अधिशाषी अभियन्ता,जविप्रा, जयपुर।
- 7. रक्षित पत्रावली।

अधिशाषी-अभियन्ता एवं तक.सहा. निदे. (अभि.–प्रथम) जविप्रा, जयपुर

रामिकशोरव्यासभवन, इन्दिरासर्किल, जवाहरलालनेहरुमार्ग,जयपुर-302004 दूरभाष- : ईपीबीएक्स - +91-141-2569696 एक्सटेंशन: {7209}: फैक्स- +91-141-2574555 e-Mail : {sudhirsharma.jda@rajasthan.gov.in}

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## Section A-2 General Conditions of Contract

(Appendix XI of PWF & AR. Govt. of Rajasthan effective up to date shall be applicable)

## Section A-3 Special Conditions of Contract

#### **SCHEDULE 'I'**

#### **SPECIAL TERMS AND CONDITIONS**

#### Terms & Conditions of the Tender

- 1- Joint Venture is not allowed. Only firms, that are having their own set up in all respects are allowed to bid.
- 2- Firm should not be black listed in last three years by any Government Department.
- 3- Payment of work shall be paid in the following manner according to approved rate for this work

S.	Stage of Payment	Time limit	Percentage
NO			(%)
1	On submission of Final DPR document.	45 days	25
		(from issue of work order)	
2	On submission of Final Technical sanction	15 days	25
	estimate with drawing/design complete.	(After issue of A&F)	
3	On submission of Tender document	15 days	20
		(After issue of T.S.)	
4	On approval of Tender document		20
5	On completion of work or 2 years after stipulated		10
	date for commencement of works whichever is		
	earlier.		
		Total	100

- 4- Consultant has to provide all necessary drawings and designs required for approval & Execution on the JDA approved BSR.
- 5- All designs and drawings should be detailed to required degree for smooth execution of work as required by the Engineering Staff of JDA.
- 6- Consultant has to provide modified / changed design & drawing free of cost if required by Engineer-in-charge as per site condition.
- 7- In case department feels that the performance of consultant is slow/not as per desired standard. JDA shall have full rights to award the work to any of the consultant fulfilling the requirement.
- 8- Consultant has to deploy adequate resources to complete the work within time as mentioned in the work order. The decision of time frame shall be at the sole discretion of JDA & Consultant has to abide by it.
- 9- Work order shall be issued separately for each work / Project to the successful bidder.

#### 10- Penalty Clause:

a- In case of delay in deliverables: For the delays in delivery of document, LD equal to 0.5% per week of eligible payment of delayed component will be imposed.

b- In case of faulty DPR (without change in scope or ground situation), consultant will modify the DPR at no extra costs to the JDA within specified time frame.

- c- In case of variations, for more than 25% in each item or/and for more than 5% of contract amount (without change in scope or ground situation), penalty will be imposed for total variation (including permissible limits). Penalty will be imposed @ 3% of total variation of each item or @ 2% of entire contract amount whichever is more.
- d- Total penalties/liquidated damages under the contract shall not be more than 10% of final contract value.
- 11- JDA will be free to allot the parallel work to any of the willing tenderers on the aboveapproved rates as and when considered necessary.
- 12- The amount of contingency, lumpsum provision for new electric connection Railway/Highway Crossing charge and STP Design Cost shall not be considered for payment toward project/DPR cost.
- 13- Above quoted rates are inclusive of all taxes levied by state / central govt.
- 14- Rates quoted by bidder shall be fix/firm no price escalation is payable.

#### Forfeiture of Performance Security -

15-In case contracting agency fails to rectify the defects within stipulated period notified to him by the Engineer-in-charge concerned under contract agreement, the Engineer-in-charge shall serve a final notice for 5 days' time reckoned from the date of issue of notice to rectify the defects. In case the contracting agency not responding to the notice and fails in rectification of defects the Engineer-in-charge will get the defects rectified at the risk and cost of the contracting agency. Action such as encashment of Bank Guarantee action under enlistment rules and clauses of agreement etc. shall also be taken against the contracting agency by the competent authority.

16-Force Majeure the defect arises due to earthquake, cyclone, and natural calamities shall not be the responsibility of contracting agency.

Signature of Contractor with full address & Mobile No.

Executive Engineer (PHE-I)
JDA, Jaipur

# Section A-4 Scope of work and Specifications of Work

Scope of work:- Rate Contract for Preparation of DPR (Detailed project report) for Sewerage including Survey, preparation of T.S. and Tender Document for remaining area & adjoining south side area of PRN (South) under Jurisdiction of PHE -I zones, JDA, Jaipur.

I. Detail survey work for laying of sewer line for Main/Sub Main/Laterals sewer lines in respect of existing nearest Main Sewer Line. Necessary data collection regarding the existing sewer system in and around the project area is required to be done along with necessary requirement for technically feasibility of sewerage system in all respect. The consultancy work shall include detailed survey including location in capacity design of STP required for disposal of sewerage.

#### II. Sewerage System Assessment

Technical feasibility of sewerage system as per CPHEEO sewerage manual.

#### III. Design of Mains/Sub Main/Lateral with House Connection

- Design of mains line based on techno economic consideration and selection of pipe material.
- Design of Sub main/Lateral and House sewer connection by computer simulation.

#### IV. <u>Topographical Survey</u>

Topographical survey is to be conducted for the entire sewerage system with the following objectives -

- To shift bench mark from nearest G.T.S.\M.S.L. bench mark or permanent bench mark who's value is accurate.
- o To determine levels of all points (nodes) of sewerage system.
- o To prepare L-section along the alignment of sewerage system.
- o To prepare contour plan of the area covered and that of the campus.
- Map shall be provided by JDA for approved colonies as per requirement and availability.

#### V. Preparation of Drawings

- (a) Digitized layout plan of the colony\area being developed on scales as desired by Engineer-in-Charged showing main, sub-main, lateral network and other features as per requirement directed by Engineer-In-Charge.
- (b) Detailed general arrangement Drawings (GAD) for manholes and manholes covers etc as per requirement by Engineer –In-Charge.

#### VI. Detailed quantity estimates for the following

Main, sub-main and lateral sewer line with construction of manholes with UPVC house connection.

#### VII. Tender Document

Preparation of complete set of tender documents in appropriate package of works. The tender document shall comprise of all necessary data such as General Terms & condition, Special Terms & Conditions related to the work, Working Drawings, G-Schedule. In case of tender costing

Rs. 3.0 Crores or more the tender document shall be prepared in two parts i.e.

- a. Technical Bid and
- b. Financial Bid.

Signature of bidder

Executive Engineer (PHE-I)
Jaipur Development Authority,
Jaipur

# **Section A-5 Annexure**

## Annexure A: Compliance with the code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) Not misrepresent or omit the misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) Not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) Not obstruct any investigation or audit of a procurement process;
- (g) Disclose conflict of interest, if any; and
- (h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

#### **Conflict of Interest:-**

The Bidder participating in a bidding process must not have a Conflict of interest.

A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
  - a. Have controlling partners/shareholders in common; or
  - b. Receive or have received any direct or indirect subsidy from any of them; or
  - c. Have the same legal representative for purposes of the Bid; or
  - d. Have a relationship with each other; directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
  - e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
  - f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
  - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

#### Annexure B:

#### **Declaration by the Bidder regarding Qualifications**

#### **Declaration by the Bidder**

ln	r	elation	to	my/our	Bid	submitted	to		for	procurement	of
						. in response	to their	Notice inviting Bids No	Da	ited	I/We
here	eby (	declare un	nder S	ection 7 of F	Rajastha	n Transparenc	y in Pu	blic Procurement Act, 2012, that	:		
	1.	I/Ma nos	2202	the necess	arv nrofo	ecional tochn	ical fin	ancial and managerial resources	e and co	mnetence require	ad by
	١.	-				e Procuring E		anciai and managenai resources	s and co	impeterice require	eu by
	2.		•		•	•	•	taxes payable to the Union and	I the Sta	te Government o	ır anv
				•	•	idding Docum		taxee payable to the ement and	ino ota	to devermine to	· uny
	3.		•			J		g wound up, not have my/our aff	airs adm	ninistered by a co	urt or
		a judicial	l office	er, not have	my/our	business activ	rities su	spended ant not the subject of I	egal pro	ceeding for any o	of the
		foregoing			•						
	4.	I/We do	not h	ave, and ou	r directo	rs and officers	s not h	ave, been convicted of any crim	ninal offe	ence related to m	ıy/our
		profession	onal co	onduct or the	e making	of false state	ments	or misrepresentations as to my/o	our qualif	ications to enter i	into a
		procuren	nent C	Contract with	nin a peri	od of three ye	ars pre	ceding the commencement of th	is procur	rement process, o	or not
		have bee	en oth	erwise disqu	ualified p	ursuant to deb	parment	proceedings;			
	5.	I/We do	not ha	ve a conflic	t of intere	est as specifie	d in the	Act, Rules and the Bidding Doc	ument, w	hich materially at	ffects
		fair comp	oetitio	n;							
	Dat Pla							Signature of	bidder		
	ı ıa										
								Name Designa			
								Address			

#### **Annexure C: Grievance Redressal during Procurement Process**

The designation and address of the First Appellate Authority is Superintending Engineer (PHE), JDA, Jaipur.

The designation and address of the Second Appellate Authority is Addl. Chief Engineer-I, JDA, Jaipur.

#### (1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings: Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

#### (4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely :-

- (a) Determination of need of procurement;
- (b) Provisions limiting participation of Bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality.

#### (5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

#### (6) Fee for filing appeal

(a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

(b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

#### (7) Procedure for disposal of appeal

- a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
  - (i) Hear all the parties to appeal present before him; and
  - (ii) Peruse or inspect documents, relevant records or copies there of relating to the matter.
- c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass and order in writing and provide the copy of order to the parties to appeal free of cost.
- d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

#### FORM No. 1

[See Rule 83]

## Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

		of	Before	the
		(First/Second Appellate Authority)		
1. Pa	articula	ars of appellant :		
` '		f the appellant :		
` '		address, if any :		
		ntial address :		
		nd address of the respondent (s):		
(i	•			
-	ii)			
•	iii)			_
		and date of the order appealed against and name and des	_	
		cer/authority who passed the order (enclose copy), or a st		
		on, action or omission of the Procuring Entity in contraver ons of the Act by which the appellant is aggrieved:	ונוטוו נט	trie
•		Appellant proposes to be represented by a representative	the n	ama
		stal address of the representative:	, the m	JIIIC
	•	of affidavits and documents enclosed with the appeal:		
		s of appeal:		
		rted by an affidavit)		
•				
	,			
Place				
Date				

**Appellant's Signature** 

#### **Annexure D: Additional Conditions of Contract**

#### 1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- b. It there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.
  If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

#### 2. Procuring Entity's Right to Vary Quantities

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change

in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

(i) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

## 3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

Signature of Contractor with full address & Mobile No.

Executive Engineer (PHE-I)
JDA, Jaipur

#### JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

No. JDA/Ex.En. (TA to Dir. Engg.-I)/2016/D- $\geq 9$ 

Dated: 11/3/2016

#### Office Order

Subject: - DLP period for various type of works.

As per the decision taken in the 201st meeting of Executive Committee held on 23.02.2016 w.r.t. agenda no. 201:22, DLP period of various natures of works amounting more than Rs. 25 lakhs has been revised as per following time periods based on nature of works.

This order will supersede the earlier orders issued in this regard i.e. order No. JDA/TA to D(E)/2010-11/D-317 dated 28.04.2011 including Special Condition No. 2.2.2 & 2.2.3 of Annexure-I related to SD refund & forfeiture (other Special Condition of annexure-I of this order will remain valid) and order No. JDA/Ex.En.(Pr.-5 & TA)/2013/D-43 dated 27.02.2013 and also all pertaining orders, in contract agreements or in PWF&AR having DLP period different than what is being enforced through this present order for concerned type of work.

	Tab	le-I	
S.No.	Type of Work	Existing DLP Period	As per approved in E.C. held on 23.02.2016
1.	Bridge Work	3 years	5 Years
2.	CD Work	3 years	5 Years
3.	CC Road, PQC Work	3 years	5 Years
4.	CC tiles/Kerbs/medians	3 years	5 years
5.	Drains	6 months	3 years
6.	Roads		
	(i) Two layer WBM/GSB	3 years	6 Months or one full rainy season which ever is later
	(ii) For Renewal/Strengthening		
	(a)BT upto 30 mm thichness	3 years	1 year
	(b)BT above 30 mm to upto 40 mm	3 years	2 years
	(c)BT above 40 mm to upto 90	3 years	3 years
	(d) BT Above 90 mm	3 years	5 years
	(iii)New Roads		
	(a) BT upto 90 mm	3 years	3 years
	(b) BT more than 90 mm	3 years	5 years
7.	Compound wall	6 months	3 years
. 8.	Buildings work		
	(i) Work pertaining to Sanitary works electrical works, Joinery works and painting works.		2 years
	(ii) Work pertaining to Building structure and other civil works.	6 months	5 years
9.	Electric work except maintenance	6 months	3 years
10.	Sewer/Water supply all including STP and water supply related work except maintenance works.		3 years W.

The release of SD amount shall be as per following table:-

#### Table-II

S. No.	Released SD DLP period	1st year	2nd year	3rd year	5th year
1.	Upto 1 year	100%	40%	20%	10%
2.	Upto 2 year		60%	20% -	10%
3.	Upto 3 year			60% -	10%
4.	Upto 4 year				20%
5.	Upto 5 year				50%

Various conditions for managing DLP are as under:-

- (i) At the time of completion of work, final component shall be worked out for each individual item like BT/CC/tiles/drains etc (as per different categories in Table I), DLP shall be operative based upon type of individual item ex:-CC-5 years, BT-1/2/3/5 years, Drain-3 years etc.
- (ii) Similarly for all new works, these components should be calculated at the time of TS itself, which should be made part of BID document.
- (iii) If any work, amount is less than Rs. 25 lakhs but later on due to extra/excess work, if amount of final work crosses more than Rs. 25 lakhs, DLP shall be operative as per rule for each individual item.
- (iv) Similarly if any work is more than Rs. 25 lakhs but after finalization amount of work is less than Rs. 25 lakhs, DLP should be operative for six months or rainy season whichever is late.
- (v) During DLP period if contractor fails to repair any work even after issue of 7 days written notice, same work shall be got executed by respective Executive Engineer at the contractor's risk and cost. This process shall be applicable throughout the DLP period. After completion of DLP period in such works contractor should be debarred and blacklisted from JDA for three years as per RTPP Rule 2012 and 2013 where he defaults twice in a single agreement or in two different works.
- (vi) Quarterly Inspection as per rules shall be carried out and DLP registers shall be maintained by respective Executive Engineers to monitor the DLP repairs.
- (vii) Special and regular inspection shall also be carried out as per order no. JDA/Ex.En & TA to DE-I/2014-15/D-223 dated 12.03.2015 and order no. SE (PMGSY) CIRCULAR 2006/D-115 dated 04.05.2006 Point no. 3.
- (viii) In case JDA feels to take up work on any existing DLP road due to any reason, following procedure should be adopted:
  - (a) At the time of withdrawal total liability of repairs as per DLP conditions to be carried out and contractor shall be asked to complete the same. After completion of assessed repairs DLP period shall be released after deduction amt. as per table III.

#### Table-III

% Recovery on Withdrawal of DLP, of work order DLP period	1 year	2 year	3 year	4 year	5 year
1 year	1.12	-	-	-	-
2 year	2.55	1.43	-	-	-
3 year	4.38	3.26	1.83	- 11 -	-
5 year	9	7.88	6.45	4.62	2.47

Note:- Calculation is to be done on quarterly basis.

- (b) In case Contractor fails to carry out these repairs, same shall be carried out at his risk and cost. If the total amt. of such repairs works out to be more than total retained amt. of SD, same shall be recovered from other works and as per PDR rules. The amount as per Table III is also to be deducted in addition to this amount.
- (ix) Based upon type of work, DLP conditions for works to be carried out during DLP period with their frequency of respective type of work shall be prepared by respective SE's after approval of these periods.

This order shall come in force with immediate effect and will be applicable on all new works whose NIB is to be called.

Sc|--Director (Engineering-I) JDA, Jaipur

Copy to following for information and necessary action:-

- 1. I'S to JDC, JDA, Jaipur.
- 2. PS to Secretary, IDA, Jaipur.
- 3. Director Engineer I/II, JDA, Jaipur.
- 4. Director (Fin.), JDA, Jaipur.
- 5. C.F, JDA, Jaipur.
- 6. All Add. Chief Engineers, JDA, Jaipur.
- 7. All Superintendent Engineers, JDA, Jaipur.
- 8. OSD (RM), JDA, Jaipur.
- 9. Additional Director (REV.&DP.)
- 10. CAO (P&A) JDA, Jaipur.
- 11. Sr. Horticulturist, JDA, Jarpur
- 12. All Executive Engineer, JDA, Jaipur.
- 13. DD (E&B) JDA, Jaipur.
- 14. All AOs, JDA, Jaipur.
- 15. All AAOs, JDA, Jaipur.
- 16. System Analyst
- 17. All Contractors' Association, JDA, Jaipur.
- 18. Guard file

S.E. & TA to Dir. (Engg.-I)
JDA, Jaipur

- 01. If there is any typographical error or otherwise in the 'G' Schedule the rates given in the relevant BSR on which schedule 'G' has been prepared, shall prevail.
- 02. The contractor shall follow the contractor labour regulation and abolition Act 1970 & Rule 1971.
- 03. The JDA shall have right to cause on audit and technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made within two years after payment of the final bills and if as a result such audit any amount is found to have been over paid/excess in respect of any work done by the contractor under the contract or any work claimed by him to have been done under this contract and found not to have been executed the contractor shall be liable to refund such amount and it shall be lawful ;for the JDA to recover such sum from him in ;the manner prescribed in special condition no. 8 or any other manner legally permissible and if it is found that the contractor was paid less then that was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be paid bay the JDA to the contractor.
- 04. Tax exemption/ Tax liabilities if any shall be applicable as per prevailing government rule and bidder has to consider this while quoting the rates.
- 05. The contractor shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
- 06. Whenever any claim against the contractor for the payment of a sum of money arises out or under the contracts, the JDA shall be entered to recover the sum by appropriating in part or whole of the security deposit of the contractor. In the event of the security being insufficient or if no security has been taken from the contractor then the balance of the total sum recoverable as the case may shall be deducted from any sum then due or which a any time there contract with the JDA should this sum be sufficient to recover the full amount recoverable, the contractor shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to effect such recoveries under P.D.R. Act.
- 07. The rate quoted by the contractor shall remain valid for a period of 120 days from the date of opening of the tenders.
- 08. By submission of this tender the contractor agree to abide with all printed conditions provided in the PWD manual from 64 (Chapter 3-para 36) and subsequent modification.
- 09. No conditions are to be added by the contractor and conditional tender is liable to be rejected.
- 10. All transaction in the execution of this work and this tender will be liable to sale-tax vide section 2(B) read with sub clause (4) Sale-tax Rule, 1954.
- 11. If any tenderer withdraws his tender prior to expiry of said validity period given at S.No. 7 or mutually extended prior or makes modifications in the rates, terms and conditions of the tender within the said period which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any contractor, who having submitted a tender does not execute the agreement or start the work or dose not complete the work and the work has to be put to retendering, he shall stand debarred for six months from participating of tendering in JDA in addition to forfeiture of Earnest Money / Security Deposit and other action under agreement
- 12. Rules regarding enlistment of contractors provide that work ;upto five times limit for which they are qualified for tendering can be allotted to them Therefore, before tender the contractors will keep this in mind, and submit the details of work. Tenders with incomplete or incorrect information are liable to be rejected.
- 13. Any material not conforming to the specifications collected at site shall have to be removed by the contractor within a period of 3 days of the instructions, issued by the Engineer-Incharge in writing. Failing which, such material shall be removed by the Engineer-Incharge at risk and the contractor after expiry of 3 days period.
- 14. The material collected at site and paid provisionally shall remain under the watch and ward of the contractor till it is consumed, fully on the work.
- 15. The rates provided in tender documents are inclusive of all Taxes royalty.
- 16. Undersigned has full right to reject any or all tenders without given any reasons.

17. As per Supreme Court decision "All contracts with Governments shall require registration of workers under the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and extension of benefits to such workers under the act."

- 18. The tenderer are required to submit copy of their enlistment as contractor.
- 19. Conditions of RPWA-100 will be mandatory & acceptable to the contractor.
- 20. Any tender received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from tendering for three months in JDA.
- 21. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradictions in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and RULES, 2013, provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and RULES 2013 shall be applicable.

Signature of Contractor with full address & Mobile No.

Executive Engineer (PHE-I) JDA, Jaipur

Signed Photograph of Applicant

To be given on Non-Judicial stamp Paper of Rs. 10/- only,

#### **AFFIDAVIT**

I/We				Propri	etor/
Partner/	Authorized	signate	ory	of	M/s
		under t	ake th	e oath	that
the informa	ation furnished	by me/us	of the	assess	ment
Bid for					is
correct to t	he best of my/	our know	vledge	and no	thing
has been c	oncealed by me	e. I ackn	owledg	ge that	if in
future any	information f	urnished	by m	e is f	ound
incorrect I	will be solely	respons	sible a	nd sha	ll be
punished as	per the law a	nd also a	any ber	nefits in	ı any
form obtain	ed by me shall b	e recover	able.		
		Proprietor/ I			
		I			
Note:-					· · · · · · · · · · · · · · · · · · ·

The applicant has to enclose a self attested photo identity card with the above affidavit.

#### **ANNEXURE-II**

#### Bank Guarantee Performa for Bid security deposite

Form of (Bank Guarantee) -En cashable at branch of the bank in Jaipur City.

То		
Secretary,		
Jaipur Development Author	ity,	
Jaipur		
Sub:		
Bank Guarantee No	dated	for [amount of Security in figures] [in words] or
behalf of		[Name of the Bidder] against the Security Deposit for
the work of "Rate Cont	tract for Preparat	tion of DPR (Detailed project report) for Sewerage
including Survey, prepar	ation of T.S. and	d Tender Document for remaining area & adjoining
south side area of PRN (S	outh) under Juris	diction of PHE -I zones, JDA, Jaipur"
WHEREAS,		_ [name of Bidder with address] (hereinafter called "the
Bidder") has submitted his	Bid dated	for the work of "Rate Contract for Preparation
of DPR (Detailed project	report) for Sewe	rage including Survey, preparation of T.S. and Tender
Document for remaining	area & adjoining	south side area of PRN (South) under Jurisdiction of
PHE -I zones, JDA, Jaipu	r" (Hereinafter call	led "the Bid").
KNOW ALL PEOPLE by these	presents that we	
		me of Bank) of having our registered office at
		e of country] having our registered office at
		he Bank") are bound unto Secretary, Jaipur Development
		) in the sum of Rupees [Amount of
		vords) only for which payment will and truly to be made to
		ccessors, and assigns by these presents.
	is Bank Guarantee	is encashable at following branch in Jaipur City.
1. Name of Bank:		
2. Name of the branch with	branch code:	
3. Address:		
4. E-Mail Id:		
5. Telephone No.		
6. Fax No.:		
SEALED with the Common S	Spal of the said Bar	ok this day of of 20

THE CONDITIONS of this obligation are:

(1) if the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid;

- (2) if the Bidder refuses to accept the correction of errors in his bid;
- (3) If the Bidder, having been notified of the acceptance of his Bid by the Employer during the period of Bid validity;
  - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or more of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 30 days after the date of expiration of the Bid Validity, as stated in the Instructions to Bidders, or any such extension thereto as may be agreed by the Bidder, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

The amount covered under the above Bank Guarantee shall be automatically be credited in the accounts of JDA in ICICI Bank, JDA Campus, Jaipur through ISFC code No ICICI0006754. Bank Account No. 675401700518 on the date of expiry or its validity, unless the agencies get it re-validated well before its expiry date or produce NOC from JDA in written for its release.

DateSignature of the Bank		
Witness	Seal	
[Signature, Name and Addres	5]	
[Note: To be furnished on app	propriate non-judicial stamps.]	

#### PAYMENT MECHANISM FOR PARTICIPATING IN TENDER

Jaipur Development Authority has decided to receive Earnest Money Deposit (EMD) (Bid Security) Tender fee online through JDA portal. The bid security options available in tender for participants are as mentioned below:

#### A. Payment Options:

#### Option-1: Bank Guarantee (BG). against EMD / Bid Security

Bidder may opt Bank Guarantee (BG) against EMD (Bid Security) for which bidder requires to prepare BG before applying in the tender. The details of BG requires to be fed on JDA portal before paying balance amount (Tender Fee). This amount will be paid through **Payment Gateway only**, option to make balance payment through EFT (RTGS/NEFT) will not be available

If bidder does not opt for BG against EMD, options of making complete payment through Payment Gateway or through EFT (NEFT/RTGS) will be available

#### Option-2: Electronic Fund Transfer (EFT: NEFT/RTGS)

If the bidder selects payment mode as EFT (NEFT/RTGSL "Paying Slip for EFT (NEFT/RTGS)" will be generated by the system for the complete amount. The payment can be made from any Bank any Branch using this Paying Slip through NEFT/RTGS (Claim against payment made through EFT in any other JDA bank account will not be acceptable and bidder stands disqualified from participation in the bid applied for). After successful transaction through NEFT/RTGS, as per the standard procedures it may take 4 to 24 hours in process of confirmation of EFT through Auto-Process depending on the time of EFT done. Therefore, option to make payment through EFT (NEFT/RTGS) will be available till 2 days prior to closing date of bid participation.

#### **Option-3: Payment Gateway (Aggregator)**

The facility to make payment through Debit Card, Credit Card, Net banking etc., will be available. User can use this facility from **anywhere any time** till the closing date & time of bid participation

#### **B. Bid Participation Receipt**

After confirming payment, the bidder will get Bid Participation Receipt on the basis of which user will get the payment details along with other details for bidding on e-Procurement portal of GOR

- In case of BG as the remaining payment will be done through Payment Gateway, on successful transaction the "Bid Participation Receipt" will be generated on real time basis
- In case complete payment is done through Payment Gateway, on successful transaction the "Bid Participation Receipt" will be generated on real time basis
- In case complete payment is done through EFT (NEFTIRTGS), on confirmation of payment from ICICI Bank (Auto Process) "Bid Participation Receipt" will be available on Login of Bidder on JDA portal.

-SD-Executive Engineer (PHE-I) JDA, Jaipur

#### **Annexure F:**

## Jaipur Development Authority, Jaipur Office Order

No. : JDA/IT(1074501)/E-Services/2015-16/D-399

#### Dated: 4-10-2016

#### Subject: Payment mechanism for participating in tender.

Jaipur Development Authority has decided to receive Earnest Money Deposit (EMD) (Bid Security), Tender Fee and RISL processing fee online through JDA Portal. The bid security options available in tender for participants are as mentioned below:

#### A. Payment Options:

#### Option-1: Bank Guarantee (BG) against EMD / Bid Security

Bidder may opt Bank Guarantee (BG) against EMD (Bid Security), for which bidder requires to prepare BG before applying in the tender. The details of BG requires to be fed on JDA portal before paying balance amount (Tender Fee + RISL Processing Fee). This amount will be paid through **Payment Gateway only**, option to make balance payment through EFT (RTGS/NEFT) will not be available.

If bidder does not opt for BG against EMD, options of making complete payment through Payment Gateway or through EFT (NEFT / RTGS) will be available.

#### Option-2: Electronic Fund Transfer (EFT: NEFT/RTGS)

If the bidder selects payment mode as EFT (NEFT/RTGS), "Paying Slip for EFT (NEFT/RTGS)" will be generated by the system for the complete amount. The payment can be made from any Bank any Branch using this Paying Slip through NEFT/RTGS (Claim against payment made through EFT in any other JDA bank account will not be acceptable and bidder stands disqualified from participation in the bid applied for). After successful transaction through NEFT/RTGS, as per the standard procedures it may take 4 to 24 hours in process of confirmation of EFT through Auto-Process depending on the time of EFT done. Therefore, option to make payment through EFT (NEFT/RTGS) will be available till 2 days prior to closing date of bid participation.

#### Option-3: Payment Gateway (Aggregator)

The facility to make payment through Debit Card, Credit Card, Net banking etc., will be available. User can use this facility from **anywhere any time** till the closing date & time of bid participation.

#### B. Bid Participation Receipt

After confirming payment, the bidder will get Bid Participation Receipt on the basis of which user will get the payment details along with other details for bidding on e-Procurement portal of GOR.

 In case of BG as the remaining payment will be done through Payment Gateway, on successful transaction the "Bid Participation Receipt" will be generated on real time basis.

Page 1 of 2

- In case complete payment is done through Payment Gateway, on successful transaction the "Bid Participation Receipt" will be generated on real time basis.
- In case complete payment is done through EFT (NEFT/RTGS), on confirmation of payment from ICICI Bank (Auto Process) "Bid Participation Receipt" will be available on Login of Bidder on JDA portal.

This payment mechanism will come into force w.e.f 15/10/2016. Thereafter, old payment mechanism related to NEFT/ RTGS in which the bidder makes direct payment without "Paying Slip for EFT (NEFT/RTGS)" in JDA's bank account will be discontinued.

All procuring entities are hereby directed to clearly mention this procedure in NIB document.

(Pawan Arora)
Secretary

Copy for information and further necessary action to:

- 1. P.S. to JDC, JDA, Jaipur.
- 2. P.S. to Secretary, Secretary, JDA, Jaipur.
- 3. Director (Law / Finance / Town Planning / Engineering-I / Engineering-II), JDA, Jaipur.
- 4. All Additional Chief Engineer \_\_\_\_\_, JDA, Jaipur
- 5. DC (Administration)/DC(Store)/DC (Vehicle), JDA, Jaipur
- 6. System Analyst, JDA, Jaipur
- 7. Analyst-cum-Programmer, JDA to ensure integration of software w.e.f 01/10/2016.
- 8. All Xen\_\_\_\_\_, JDA, Jaipur.
- 9. Officer-in-charge, SPPP Portal, Jaipur.
- 10.OSD (Public Relation) / PRO, JDA, Jaipur.

(Brijesh Kishore Sharma)
OSD (RM)

Page **2** of **2** 

#### Annexure G:

			1
जयपर	विकास	प्राधिकरण,	जयपर
-1-13	1-1 121 (1	7111417	-1-1-3-1

क्रमांक :- F-( )JDA/Sr.Ao.works-II/2017/D- \ े 7 2

दिनांक :- 12.7.1>

- 1 जुलाई 2017 से भारत सरकार के नोटिफिकेशन द्वारा GST लागू होने के कारण व्यक्तियों/फर्मो/कम्पनी/संस्था/टेकेदार के निर्माण/सिविल आपूर्ति/सेवाओं इत्यादि के कार्यों के प्राधिकरण द्वारा बिल भुगतान किये जाने के लिये प्राधिकरण कर सलाहकार चार्टेड एकाउन्टेन्ट से प्राप्त हुई राय के क्रम में निम्नांकित प्रमाण पत्र/शपथ पत्र/Invoice बिलों के साथ प्रस्तुत किया जाना सुनिश्चित करावें :-
- 1. व्यक्ति/फर्म/कम्पनी/संस्था/टेकेदार का GST के अन्तर्गत रजिस्ट्रेशन प्रमाण पत्र की स्वःप्रमाणित फोटो प्रति।
- 2. व्यक्ति/फर्म/कम्पनी/संस्था/टेकेदार का GST के रजिस्टेशन नहीं होने के स्थिति में स्वःप्रमाणित शपथ पत्र।
- 3. अपंजीकृत व्यक्ति/फर्म/कम्पनी/संस्था/टेकेदार के बिलो के भुगतान की स्थिति में मासिक टैक्स Invoice भुगतान-अधिकारी द्वारा मासिक आधार पर उसी माह के अंत में तैयार करवाया जाना सुनिश्चित किया जावेगा।
- 4. आपूर्ति एवं सेवा के विरुद्ध भुगतान बिलो में Vat/Service Tax चार्ज होने ( Vat/Service Tax होने) पर (दिनांक 30.06.17 तक आपूर्ति एवं Invoice जारी करने पर) Taxable Invoice नहीं बनाया जावेगा एवं इनका भुगतान पूर्वानुसार (01.07.2017 से पूर्व निहित प्रक्रिया अनुसार) किया जाना सुनिश्चित करावें।

स्पष्टीकरण :- दिनांक 30.06.17 तक सामान की आपूर्ति के बिलो में Vat Invoice होने पर या अन्यथा होने पर इनका भुगतान पूर्वानुसार 01.07.2017 से पूर्व निहित प्रकिया अनुसार किया जावेगा।

संलग्न :- GST रेट तथा HSN/SAC CODE की फोटो प्रति

(बृजेश किशोर शर्मा) निदेशक(वित्त)

200

#### प्रतिलिपि निम्न को सूचनार्थ एवं आवश्यक कार्यवाही हेतु :-

- 1. बारेष्ठ निजी सचिव, आयुक्त, जविप्रा, जयपुर।
- 2. वारेष्ठ निजी सचिव, सचिव, जविप्रा, जयपुर।
- 3. निदेशक (वित्त/विधि/अभियांत्रिकी-प्रथम व द्वितीय/आयोजना/परियोजना, जविप्रा, जयपुर।
- 4. अतिरिक्त आयुक्त(प्रशासन/पूर्व/पश्चिम/एल.पी.सी./भूमि), जविष्रा. जयपुर।
- संयुक्त आयुक्त(सिस्टम मैनेजमेन्ट/संसाधन एदं समन्वय), जिवप्रा, जयपुर।
- 6. विशेषाधिकारी(संसाधन विकास), जविप्रा, जयपूर।
- 7. अतिरिक्त निदेशक(राजस्व एवं सम्प्रति निस्तारण), जविप्रा, जयपूर।
- 8. समस्त जोन उपायुक्तगण ....., जविप्रा, जयपुर।
- मृख्य लेखाधिकारी(पी. एण्ड ए.), जिवप्रा, जयपुर।
- 10. उपनिदेशक(व्यय एवं बजट), जविप्रा, जयपुर।
- 11. वरिष्ठ लेखाधिकारी(निर्माण-प्रथम/द्वितीय/आर.सी.आर./पेंशन/नीलामी), जविप्रा, जयपुर
- 12. सिस्टम एनालिस्ट, जविष्रा, जयपुर को प्रेषित कर लेख है कि सिस्टम में GST नम्बर सम्मिलित करने एवं Tax Invoice बनाने की प्रक्रिया तैयार करावें
- 13. उप रजिस्ट्रार(सहकारिता), जविष्रा, जयपुर।
- 14. अधिशाषी अभियन्ता जोन ....., जविप्रा, जयपुर।
- 15. वरिष्ठ उद्यानविज्ञ, जविद्रा, जयपुर।
- 16. लेखाधिकारी (भूगतान/योजना/निर्माण)/सहायक लेखाधिकारी, जवित्रा, जयपुर।
- 17. प्रभारी अधिकारी, नागरिक सेवाकेन्द्र, जविप्रा, जयपुर
- 18. सलाहकार(जनसम्पर्क), जविप्रा, जयपुर।
- 19. रोकडियाँ(निर्माण/सिविल/भूमि आवित), जविप्रा, जयपुर।
- 20. रक्षित पत्रावली

अति.निदेशक(रा.एवं स.नि.)

D. Babulal computer/ADR Cell/Exal 2010/U.O. Note 1. do

## **Bill of Quantities**

#### JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of work:- Rate Contract for Preparation of DPR (Detailed project report) for Sewerage including Survey, preparation of T.S. and Tender Document for remaining area & adjoining south side area of PRN (South) under Jurisdiction of PHE -I zones, JDA, Jaipur.

#### (Non BSR Items)

Sr.No.	Particulars	Rate to be quoted in % of estimated Cost of Project
1.	Preparation of DPR (Detailed project report) for Sewerage system including Survey and all required Document etc. complete as per scope of work along with submission of documents in <b>Five copies</b> with workable soft copy.	

I/We here by agree to execute the above work as per rates quoted by me/us in Schedule and are bounded by the enclosed scope of work and condition of the tender.

#### Signature of contractor

Executive Engineer PHE-I, Jaipur Development Authority, Jaipur